



CENTRAL UNIVERSITY OF HIMACHAL PRADESH , DHARAMSHALA,  
KANGRA, HIMACHAL PRADESH 176215

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## TENDER DOCUMENT

FOR

# “Supply, Installation, Testing and Commissioning of UPS 600 VA (166 Nos)”

TENDER NO. 1-18/CUHP/GeM/05



**Central University of Himachal Pradesh**

[Established Under Central Universities Act 2009]

Dharamshala, District Kangra, (H.P)

Email: [cuhpso@hpcu.ac.in](mailto:cuhpso@hpcu.ac.in)



**CENTRAL UNIVERSITY OF HIMACHAL PRADESH , DHARAMSHALA,  
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**Tender Document for Supply of offline UPS 600 VA (166 Nos) to Central University of Himachal Pradesh.**

Central University of Himachal Pradesh (CUHP) having Camp Office, at Dharamshala invites sealed offers from established OEM/Bidders for the supply of UPS 600 VA (166 Nos) to be delivered at various locations of Temporary Academic Blocks of Central University of Himachal Pradesh in Kangra District of Himachal Pradesh .

The Tender document can be downloaded from CUHP's website ([www.cuhimachal.ac.in](http://www.cuhimachal.ac.in) ; [www.hpcu.ac.in](http://www.hpcu.ac.in) )

or Central public procurement portal (<https://eprocure.gov.in>).



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**Tender Document for Supply of Offline  
Uninterrupted Power Supply(UPS) 600 VA 166 Nos.**

**Proposal**

| <b>S. No.</b> | <b>Information</b>   | <b>Details</b>  |
|---------------|--|---|
| 01            | Tender Number and Date   | 1-18/CUHP/GeM/UPS/05  |
| 02            | EMD Amount in the form of Demand draft in f/o Finance Officer Central University of Himachal Pradesh payable at Dharamshala,HP | INR 10,000/- (Rupees Ten Thousand Only)   |
| 03            | Tender Fee in the form of Demand draft in f/o Finance Officer Central University of Himachal Pradesh payable at Dharamshala,HP | INR 500/-   |
| 04            | Last date for submission of written queries for clarifications to the email id: cuhpso@hpcu.ac.in                              | 18/10/2020(17.00 PM)  |
| 05            | Last date for release of clarifications by CUHP on website: www.cuhimachal.ac.in; www.hpcu.ac.in                               | 19/10/2020(17.00 PM)  |
| 06            | Last date for submission of Tender   | 22/10/2020 (11.00 AM)   |
| 07            | Address at which tender to be submitted  | CENTRAL PURCHASE OFFICER (CPO),<br>CENTRAL UNIVERSITY OF HIMACHAL PRADESH,<br>TAB-II, DHARAMSHALA<br>KANGRA, HIMACHAL PRADESH-176215  |
| 08            | Date and time for opening of Technical Bid   | 22/20/020 (2.00 PM)   |
| 09            | Delivery Time Period/ Schedule   | 4 weeks from the date of issue of Purchase order or as mentioned in purchase order.<br>Non- availability of the stock should be informed in writing immediately.<br>No part-supply will be allowed. |



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## **Notice Inviting Tender**

**Sub: Supply of 600 VA Offline UPS (166 Nos) at Central University of Himachal Pradesh , Camp Office at Dharamshala, Distt Kangra , HP 176215.**

Central University has been established under Central University Act 2009 (hereinafter referred to as "CUHP") , having its Temporary Academic Blocks at Shahpur, Dharamshala & Dehra in Distt. Kangra of HP and Camp Office at Dharamshala near intends to invite sealed Tenders for supply of 600 VA Offline UPS at CUHP , The Tender document may be downloaded from CUHP's website: [www.cuhimachal.ac.in](http://www.cuhimachal.ac.in) ; [www.hpcu.ac.in](http://www.hpcu.ac.in) and also from CPPP Portal.

Tenders who fulfill the following eligibility criteria only should submit the tenders.

### **1. OEM Eligibility Criteria for Offline UPS:**

- 1 OEM should be a registered company in India under Companies Act 1956 and should have been in operation for at least three years as on date of tender document.
- 2 The OEM should not have been blacklisted/ debarred by the Government of India or their undertakings, any State Governments or their undertakings previously. In such cases the bid will be summarily rejected and no correspondence in this matter.
- 3 The OEM should be ISO 9001/ISO 14001/18001 certified.
- 4 The OEM should have provided the UPS / IT Related equipment in Central Universities/Govt. or any other Organizations for more than 50 Crore in past 3 Years.
- 5 OEM should comply to Frost & Sullivan Report to be among top 5 OEM/brands of the UPS (report/document required)
- 6 OEM have service centers near to the Central University of Himachal Pradesh(List need to be provided) and Onsite replacement of the part should be made within 3 working days
- 7 ALL India Service support should be available
- 8 Onsite Warranty & Service Support should be available
- 9 Onsite Comprehensive Replacement Warranty both on UPS & Batteries for 2 years should be available

### **Bidder Eligibility Criteria for Offline UPS:**

- 1 The Bidder should be a registered company in India under Companies Act 1956 and should have been in operation for at least Three years as on date of tender document.
- 2 The Bidder should not have been blacklisted/ debarred by the Government of India or their undertakings, any State Governments or their undertakings previously. In such cases the bid will be summarily rejected and no correspondence in this matter.
- 3 The Bidder should be ISO 9001 certified.
- 4 The Bidder must have valid GST, Service Tax Registration and PAN number allotted by the respective authorities
- 5 Bidder turn over should not be less than 50 lakh
- 6 Bidder Should provide the MAF from OEM.

2. OEM / Bidder should be registered in India.
3. OEM / Bidder should have at least 3 (three) years of experience in the field of supply



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- of UPS / IT Related equipment.
4. The OEM / Bidder should have Original Equipment Manufacturer (OEM) presence in India or channel partner's/ service providers, authorized distributors /dealers / retailers.
  5. The OEM should have sufficient experience and proper infrastructure to provide requisite after sales service and support in the State of Himachal Pradesh. The purchased items are to be provided at CUHP. On-site service should be provided during warranty period.
  6. In case repair of a particular equipment/ system takes more than 3 working days, the suppliers should be able to provide an alternative arrangement to ensure that there is no interruption in official functioning of CUHP, Dharamshala.
  7. The OEM / Bidder clientele should include banks, Financial Institutions, Government undertakings, Universities and other reputed concerns, references of which should be made available in case the same is sought for by CUHP.
  8. The OEM / Bidder should be a profit making entity for the last 3(three) years.
  9. The OEM / Bidder should submit documentary evidence in support of fulfilling eligibility criteria mentioned above along with the information.

**TWO PART OFFER**

1. The offer in two separate sealed envelopes marked as

“Technical offer for purchase of \_\_ Uninterrupted Power supply” (envelope 1)  
and “Commercial offer for purchase of \_\_ Uninterrupted Power supply ” (envelope 2)  
and super-scribed by “Supply of \_\_ Uninterrupted Power supply ” addressed to

CENTRAL PURCHASE OFFICER (CPO),  
CENTRAL UNIVERSITY OF HIMACHAL PRADESH TAB-II,  
DHARAMSHALA KANGRA, HIMACHAL PRADESH-176215.

may be submitted in office not later than 17:00 hours on \_\_\_\_\_. Each page of the quotation document must be signed with proper seal of OEM/Bidder.

2. **Envelope no. 1 (Technical bid)** should contain the following;

- a) DD for EMD of Rs. 10,000/- (Rs. Ten Thousand Only) drawn in favour of Finance Officer, Central University of Himachal Pradesh payable at Dharamshala.
- b) Part - 1 of the Tender - A copy of Proposal document including all Schedules and Annexures duly signed by authorized signatory of the OEM/Bidder on each page.
- c) Covering letter for Acceptance of Terms and conditions given in Part I - Schedule 1 of the Tender.
- d) Backup Commitment from the Manufacturer for System Maintenance given in Part I - Schedule 2 of the Tender.
- e) Letter of Indemnity and Undertaking given in Part I - Schedule 3 of the Tender.
- f) Performance Bank Guarantee Schedule 4



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- g) Organizational / Financial Profile as per Performa given in Part I - Schedule 5 of the Tender.
- h) Detailed Specifications of the Hardware given in Part I - Schedule 6 of the Tender.
- i) Manufacturer's Authorization Form (MAF) as per Performa given in Part I - schedule 7 of the Tender.
- j) An Undertaking by the Authorized Signatory of the OEM/Bidder, on the letter head of the OEM/Bidder stating that the OEM/Bidder has not been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice.
- k) Statement showing implementation experience details.

It should be specifically noted that the content of technical offer must not reveal commercials.

**3. Envelope no. 2 (Financial bid)** should contain

- i. The Bill of Quantities as per the specifications and the most competitive prices offered in respect of the items therein as per Schedule 1 of Part II.
- ii. Prices in Indian Rupee only with detailed breakup of prices as per Schedule 1 of Part II in figures.

The Commercial offer should not contradict the technical offer in any manner.

Tender received late on account of any reason will not be entertained. Bid(s) received by CUHP after the due date and time of submission of bids CUHP shall be summarily rejected. CUHP shall not be responsible for any postal delays.





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**SECTION-I(A):CRITICAL INFORMATION**

Submission of bid in response to this tender notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

| <b>S. No.</b> | <b>Information</b>   | <b>Details</b>  |
|---------------|--|---|
| 01            | Tender Number and Date   | 1-18/CUHP/GeM/UPS/05  |
| 02            | EMD Amount in the form of Demand draft in f/o Finance Officer Central University of Himachal Pradesh payable at Dharamshala,HP | INR 10,000/- (Rupees Ten Thousand Only )  |
| 03            | Tender Fee in the form of Demand draft in f/o Finance Officer Central University of Himachal Pradesh payable at Dharamshala,HP | INR 500/-   |
| 04            | Last date for submission of written queries for clarifications to the email id: cuhps0@hpcu.ac.in                              | 18/10/2020 (17.00 PM)   |
| 05            | Last date for release of clarifications by CUHP on website: www.cuhimachal.ac.in; www.hpcu.ac.in                               | 19/10/2020 (17.00 PM)   |
| 06            | Last date for submission of Tender   | 22/10/2020 (11.00 AM)   |
| 07            | Address at which tender to be submitted  | CENTRAL PURCHASE OFFICER (CPO),<br>CENTRAL UNIVERSITY OF HIMACHAL PRADESH,<br>TAB-II, DHARAMSHALA KANGRA, HIMACHAL PRADESH-176215   |
| 08            | Date and time for opening of Technical Bid   | 22/10/2020 (2.00 PM)  |
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## 2. Terms and Conditions

### **Scope of work:**

The successful bidder needs to provide the following elements -

### **Supply:**

License for all the Hardware, Software Components (wherever applicable).  
Manuals of the Hardware and Software (wherever applicable).  
Media in the form of CD, DVD etc. (wherever applicable).

### **Installation:**

Installation, Commissioning, Configuration, Testing and Execution of the supplied equipment/Software's at various locations CUHP (Shahpur, Dharamshala & Dehra).

### **Warranty support:**

The successful OEM / bidder has to provide Comprehensive Post-installation warranty support for all the hardware/software, Installed & commissioned by him/her, for a period of **2 (Two Years), on site**. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution.

### **Conditions of the Tender:**

Specific authorization from the Original Manufacturer of the Hardware and Software (wherever applicable) would be required for this tender.

Complete specifications of all the products and services recommended in the proposal inclusive of make/manufacturer/ developer shall have to be provided along with the technical bid.

The OEM / bidder has to submit supporting documents along with the Technical bid that the bidder is authorized to bid the Hardware and Software (wherever applicable) [which are not his products] recommended by him in the proposal.

Submission of proposal in response to the Tender enquiry does not bind CUHP to award a purchase order for any service or product. CUHP would only deal with the successful bidder in matters related to Technical, Commercial and Legal aspects.

CUHP reserves the right to reject any particular bid or all the bids without assigning any reason whatsoever. Failure to select a OEM / bidder by CUHP shall not make CUHP liable to pay claim.



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The OEM / bidder acknowledges the responsibility to respond promptly in contract with CUHP by submitting the proposal against this Tender enquiry. Failure to do so shall relieve CUHP of any contractual obligation to the bidder and CUHP reserves the right to select any other bidder for the awarded work.

Any additional/different terms & conditions proposed by the bidder shall be treated as rejected unless expressly assented in writing by CUHP.

The OEM / bidder explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for the performance of all provisions and terms and conditions of the tendered job.

Any response or Communications whatsoever from the OEM / bidder received after the last date/time shall be strictly treated as invalid unless called for by CUHP.

No expense incurred by the OEM / bidder in the preparation of the quotation against the present tender enquiry shall be borne by CUHP. The submitted bids once opened shall not be returned to the bidder.

The price quoted for all components/products/services in the proposed solution should be competitive. CUHP reserves the right to verify the same independently and rejects bids not complying with this criterion.

The technical & functional specifications of all the items should comply with the criterion given under the relevant section of this tender. CUHP reserves the right to accept or reject any tender based on deviations (as per the discretion of CUHP), if any, from the technical specifications.

Any corruption in the software or media (wherever applicable) provided by the OEM / bidder shall be rectified during the full warranty period of the contract at no extra cost to CUHP.

The hardware, software and the overall system shall be supported by the successful bidder/OEM for the entire period of warranty. The OEM / bidder is required to submit an undertaking to this effect along with the technical offer. Absence of the undertaking shall make the offer liable for rejection.

**Eligibility Criterion:**

Offers are invited only from those OEM / Bidders who fulfill the following eligibility criteria: -  
The product offered should comply with the certifications indicated in detailed specifications of the hardware/software. The OEM / bidder should submit supporting documents along with the Technical Offer.

The bidder should be direct channel partner of the OEM and should be the one-point contact for the entire project.

The bidder should provide proper authentication from the manufacturer/OEM as per the



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performa given in Part 1 schedule 7 of the quotation. Offers without proper authentication from the manufacturer/OEM shall be treated as incomplete and shall be rejected.

The bidder should submit the valid Trade License Certificate along with the Technical Offer (if any).

The OEM should have a dedicated comprehensive support service centre at in and around Dharamshala.

The bidder/ OEM should produce document in support of having experience in System Integration or similar kind of work.

The OEM / bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.

The OEM /Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the OEM/Bidder should be submitted as a part of Technical Offer.

The OEM / Bidder should submit its Organizational / Financial profile in the proforma detailed in Part 1 - Schedule 5 as a part of Technical Offer. Documents supporting Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with Technical Offer.

The OEM / bidder should be a profit making entity for the past 3 (three) years.

The OEM / Bidder should have the installation/implementation experience as detailed under Para 2.3 of this document.

**Validity period of the TENDER:**

The quotation shall remain open for acceptance by CUHP for a period of 180 days from the date of opening of Technical Offer. The period may be extended by mutual agreement and the OEM / Bidder shall not cancel or withdraw the 'quotation' during this period.

The OEM/Bidder must use only the formats prescribed in "Tender Document" to fill in the quotation.

The 'Quotation' must be filled in English and the amounts should be both in figures and words. If any of the documents is missing or unsigned, the 'Quotation' will be considered invalid and rejected by CUHP at its discretion.

All erasures and alterations made while filling the 'Quotation' must be attested by initials of the OEM / Bidder. Overwriting of any kind is not permitted. Failure to comply with either of these conditions will render the 'Quotation' invalid at CUHP's discretion. No advice of any change in rate or conditions after the opening of the 'Quotation' will be entertained.



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**Signatory:**

Each page of the 'Quotation' document and Technical Offer should be signed by the person or persons submitting the Quotation in token of OEM/Bidder having acquainted himself with the General Conditions of Contract, Specifications, etc., as laid down.

**Opening of Quotation**

The Technical bids shall be opened in the presence of bidders or their authorized representatives who choose to attend, at CUHP, Dharamshala. **The bidder's representatives who are present shall sign in an attendance register. Representatives of companies should provide**

**Authority Letter with attested specimen signature from their respective organizations for participating in the bid.** One representative for a bidder shall be authorized and permitted to attend the bid opening. The bidder's names, bid prices, modifications, bid withdrawals and such other details as CUHP, at its discretion, may consider appropriate will be announced at the opening.

The date fixed for opening of bids if subsequently declared as holiday by CUHP the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

The financial bid will be opened only for bidders declared eligible and selected after technical evaluation. The financial bid will be opened on a date fixed after evaluation of technical bids and will be intimated to all eligible bidders at least two days in advance.

**Earnest Money Deposit (EMD)**

EMD of Rs 10,000/- (Rs Ten Thousand Only) in the form of Demand Draft of a scheduled bank in the name of Finance Officer, CUHP valid of 180 days from the date of opening of the tender. The firm registered with NSIC & MSME as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. Self-attested scan copy of the valid registration certificate must be uploaded with their quotation. Self-attested scanned copy of valid Registration certificate must be uploaded with the technical bid. Any technical bid is found without the demand drafts of earnest money deposit will be rejected.

The EMD of unsuccessful OEM/Bidders shall be returned within Four weeks, only after the successful completion of the Bid Process. No interest is payable on this amount. The Earnest Money Deposit of the successful OEM/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hard Ware only upon the OEM/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee. No interest is payable on this amount.



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The EMD shall be forfeited:

- a modification or withdrawal of tender after the deadline for submission of tenders and during the validity period;
- refusal by the bidder(s) to accept an arithmetical error or otherwise
- appearing on the face of tender;
- failure on the part of the successful bidder(s) to sign the contract in accordance with the terms and conditions stipulated in the tender documents;
- failure on the part of successful bidder(s) to provide performance security, if demanded, for the execution of the contract;
- failure on the part of the successful bidder(s) to execute the contract as per terms and conditions stipulated in the tender document; and
- failure on the part of the successful bidder(s) to supply the goods of the quality, quantity and specifications agreed as per tender or the contract and within the stipulated period.

CUHP's decision in the above cases will be final.

### **Bid Price**

The Tender document may be downloaded from CUHP's website ([www.cuhimachal.ac.in](http://www.cuhimachal.ac.in); [www.hpcu.ac.in](http://www.hpcu.ac.in)) or Central public procurement portal (<https://eprocure.gov.in>) and used for submission. There is no additional bid price for this process.

### **Warranty period**

During the warranty period OEM/Bidder shall provide on-site free maintenance services for trouble shooting of hardware and related software problems and replacement of parts free of charge. In addition to this, the OEM/Bidder shall update/upgrade the Software and also provide any new versions released as part of warranty.

### **Performance**

#### **Response Time to errors**

The OEM/Bidder undertakes and guarantees that all the Critical Errors will be resolved within seventy two hours of the CUHP intimating the same through e-mail, telephone or fax.

#### **Spare parts:**

The OEM/Bidder will make the arrangement of spare parts for the Hardware and accessories available for a minimum period of two years (warranty period) from the time of acceptance of the system. If any of the peripherals/components are not available during the warranty period, the substitution shall be carried out with peripherals/ components of equivalent or higher capacity. A written confirmation from the Hardware OEM regarding the same should be attached.



## Indemnity

The successful Bidder shall, at its own expense, defend and indemnify CUHP against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed/engaged otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like. The successful Bidder shall indemnify, protect and save CUHP and hold CUHP harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings. (including reasonable attorney fees), relating to or resulting directly or indirectly from

- (i) an act or omission of the Bidder, its employees or its agents in the performance of the services provided by this contract,
- (ii) breach of any of the terms of this Tender or breach of any representation or warranty by the Bidder,
- (iii) use of the deliverables and or services provided by the Bidder.
- (iv) Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

The Bidder shall further indemnify CUHP against any loss or damage to CUHP's premises or property, CUHP's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. **The successful OEM/Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format (Part 1 – Schedule 3).**

## Performance Bank Guarantee

The successful Bidder shall, at his own expense, deposit with the Finance Officer, CUHP within 10 days of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand in terms of Part 1 - Schedule 4 for an amount equivalent to 10% of the of the total order value of hardware and software in lieu of Retention Money Deposit for the due performance and fulfilment of the warranty/contract by the Bidder.

The Earnest Money Deposit of the successful OEM/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hardware only upon the OEM/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee. No interest is payable on such amount.

The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.

Without prejudice to the other rights of CUHP under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to CUHP as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. CUHP shall notify the Bidder in writing of the invocation of the right to receive such compensation



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indicating the contractual obligation(s) for which the Bidder is in default.

The Performance Bank Guarantee will be discharged only after a period of six months after the expiry of the warranty period of 2 (Two) years after due performance of the obligations of the Bidder under the contract.

Failure of the successful Bidder/OEM to enter into contract within 10 days or within such extended period, as may be specified by the Finance Officer, CUHP shall constitute sufficient ground, among others, if any, for the annulment of the award of the tender.

### **Price Composition**

The price offered to CUHP must be in Indian Rupees, inclusive of all taxes and duties such as GST, etc. and packing forwarding, import and custom clearance, transportation, Insurance till delivery at CUHP, Dharamshala, Himachal Pradesh 176215 cost of installation commissioning and comprehensive on-site maintenance services under warranty. The final price quoted shall be net ; **L1 OEM /Bidder shall be decided on the aforesaid basis.**

From the date of placing the order till the delivery of the equipment, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the equipment's, the benefits arising out of such reduction shall be passed on to CUHP. Terms like "rates as applicable" will not be accepted and such bids are liable to be rejected without assigning any reason whatsoever. The OEM/Bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

### **No Price Variations**

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc. However, if there is any reduction on account of government taxes, duties, local levies, etc. during the offer validity period, the same shall be passed on to CUHP.

### **Import Obligations**

In the event of it being necessary to import any materials of foreign manufacturer, the OEM/Bidder should obtain the same against his own normal license quota and should not look to CUHP for any assistance whatsoever for their procurement.

### **Terms of Payment**

Payment will be made by CUHP according to the procedure and schedule mentioned below  
Supply of Hardware & Software Components 90% of the total cost of Hardware & Software components shall be paid on supply and installation of the listed Hardware & Software Components and on submission of the Machine Installation Report (MIR) and successful and successful Inspection of Same by the Inspection committee constituted by CUHP issued by





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the competent authority of CUHP.

**Balance Payment**

10% of the total cost of Hardware & Software Components shall be paid after submission of Performance Bank Guarantee as per performa indicated as per Part 1 - Schedule 4.

**Term of execution of work**

The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of Hardware/Software shall be **three weeks** from the date of the work order. Time shall be the essence of the contract.

**Timely completion and Liquidated Damages**

If the OEM/Bidder fails to effect and complete the work within the time as stipulated under the Section: "Term of execution of work", the OEM/Bidder shall be liable to pay CUHP liquidated damages and not by way of penalty, a sum of 1 % of the contract price for each completed week of delay in completion of work. The OEM/Bidder's such liability for the delay in completing the work shall not in any case exceed 5 % of the contract price.

**Agreement**

The issue of letter of award of work by CUHP shall be construed as a binding contract.

**Confidentiality**

The details of the proposed service shall be treated as confidential information between CUHP and OEM/Bidder. Any such information shall not be passed on in part or in full to any third party without CUHP's prior written approval.

The Bidder/OEM shall ensure that complete confidentiality is maintained by them and all its personnel, with regard to all information relating to CUHP. Unless required under law, Bidder/OEM assures CUHP that neither Bidder/OEM nor any of its personnel shall at any time divulge, disclose or make known to any third parties any business process or date, trust, accounts, matters or transactions whatsoever pertaining to CUHP.

**Settlement of disputes by Arbitration**

The bid and any contract resulting there from shall be governed by and construed according to the Indian Laws. All settlement of disputes or differences whatsoever, arising between CUHP and the Bidder out of or in connection to the construction, meaning and operation or effect of this bid or in the discharge of any obligation arising under this bid whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between the CUHP's representative and the Bidder's representative.

In case of failure to resolve the disputes and differences amicably within 30 days of the receipt



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of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, CUHP shall send to the Bidder a panel of five names of persons who shall be presently unconnected with CUHP or the Bidder. The Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to CUHP within 30 days of receipt of the names. CUHP shall there upon without delay appoint the said person as the sole arbitrator. If the Bidder fails to select the person as sole arbitrator within 30 days of receipt of the notice from panel and inform CUHP accordingly, CUHP shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever; another person shall be appointed by CUHP from the above list of persons. The venue of the arbitration shall be at High Court, Shimla and the language of arbitration shall be English. The award of Arbitration shall be final and binding on both the parties.

Work under the contract shall be continued by the Bidder during the arbitration Proceedings unless otherwise directed in writing by CUHP, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by CUHP to the Bidder shall be withheld on account of the ongoing arbitration proceedings. If any, unless it is the subject matter, or one of the subject matters thereof.

### **Order cancellation**

CUHP reserves its right to cancel the entire/unexecuted part of the work contract at any time by assigning appropriate reasons in the event of one or more of the following conditions-

Delay in delivery of the ordered equipment, etc., beyond four weeks from the date of acceptance/receipt of the work order (except with written permission from CUHP).  
Delay in installation and commissioning of the system beyond three weeks from the date of acceptance/receipt of the work order (except with written permission from CUHP).  
Any other appropriate reason in view of CUHP.

In addition to the cancellation of the work contract, CUHP reserves the right to foreclose the Bank guarantee given by the OEM/Bidder towards performance of the contract to appropriate the damages.

### **Right to Accept or Reject the Quotation**

CUHP does not bind itself to accept the lowest bid or any or all Quotations and Reserves to itself the right to accept or reject any or all the 'Quotations', either in whole or in part without assigning any reasons for doing so.

If any conditions are stipulated at the time of submission of 'Quotations, they will be Liable to be summarily rejected.



### **Right to alter quantities**

CUHP reserves the right to alter quantities to be purchased on the same terms and conditions. Ordered quantity may vary at the time of issuance of Supply/Purchase Order and University reserves the right to purchase in staggered manner also.

### **Force Majeure**

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

For the purpose of this clause. "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/dischage other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem.

Notwithstanding above, the decision of CUHP shall be final and binding on the Bidder.

### **Evaluation Process**

Only Quotations received on or before the stipulated date and time for responding to the Tender will be considered for further evaluation. The evaluation process will include

Evaluation of Tender response (this may include scrutiny of proposal to ensure that the OEM/Bidder meets the eligibility criteria, compliance to functional & technical requirement, presentations, demonstrations etc.) The final decision regarding selection of OEM/Bidder will be taken by CUHP after technical as well as commercial bid submitted by the bidders. The implementation of the project will commence upon successful negotiation of a contract between CUHP and the selected OEM/Bidder. CUHP reserves the right to reject any or all proposals fully or partially. Similarly, CUHP reserves the right to include or not to include any OEM/Bidder in the final short-list. OEM/Bidder will submit a certificate as detailed in Part I Schedule 1, on the letterhead and duly signed by Authorized signatory for accepting all the terms and conditions. This certificate will also form part of Technical Offer.



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Part- I

**Schedule 1  
Acceptance of Terms and Conditions (Letter to CUHP on OEM/Bidder's  
letterhead)**

**(It may be ensured that Part I and schedule 1 indicated above does not appear on the letterhead)**

To,

**CENTRAL PURCHASE OFFICER (CPO),  
CENTRAL UNIVERSITY OF HIMACHAL PRADESH,  
TAB-II, DHARAMSHALA  
KANGRA, HIMACHAL PRADESH-176215**

Dear Sir,

Sub: CUHP's Notice Inviting Quotation for Supply UPS (166 Nos) at CUHP's Office at Dharamshala.

With reference to the above QUOTATION, having examined and understood the instructions, terms and conditions forming part of your above inquiry, we hereby enclose our offer for supply of the equipment and services as detailed in your above referred inquiry.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred QUOTATION and enclosures.

We also understand that CUHP is not bound to accept the offer either in part or in full. If CUHP rejects the offer in full or in part, CUHP may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:



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**Part- I Schedule 2  
(Backup Commitment from the Manufacturer for System Maintenance)  
(on Manufacturer 's letterhead)**

To,

**CENTRAL PURCHASE OFFICER (CPO),  
CENTRAL UNIVERSITY OF HIMACHAL PRADESH,  
TAB-II, DHARAMSHALA, KANGRA,  
HIMACHAL PRADESH-176215**

Dear Sir,

Sub: CUHP's Notice Inviting Quotation for Supply of UPS at Central University of Himachal Pradesh, Kangra, HP.

We hereby confirm that in the unlikely event of M/s.\_failing to fulfill their obligations with respect to all-inclusive maintenance service contract for products to be installed in your premises, we undertake to render these services directly (or through another reputed System Integrator) to you at the same terms and conditions as Proposed by M/s.\_\_. This assurance will be valid for a minimum period of one year after handing over of the installation and for a further period as may be decided on the basis of a joint review after expiry of one year.

We also understand that this letter will form the part of the contract documents to be executed between M/s.\_\_and you.

Yours faithfully For  
(Name & Designation)



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**Part I Schedule 3  
(Letter of Indemnity and Undertaking)  
(To be stamped on Rs.100/- stamp paper)**

CENTRAL PURCHASE OFFICER (CPO),  
CENTRAL UNIVERSITY OF HIMACHAL PRADESH,  
TAB-II, DHARAMSHALA  
KANGRA, HIMACHAL PRADESH-176215

Dear Sir

Sub: CUHP's Notice Inviting Quotation for Supply of UPS at Central University of Himachal Pradesh, Kangra, HP.

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP) CAMP OFFICE, DHARAMSHALA, invites sealed offers from established OEM/Bidders for the supply, of UPS(166 Nos) to be delivered at various locations of Temporary Academic Blocks of Central University of Himachal Pradesh in Kangra District of Himachal Pradesh (hereinafter referred to as 'CUHP') agreed to purchase \_\_\_ UPS 600 VA for the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'the said systems package', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the \_\_\_ hereby declare and certify that we are the rightful owners/ licensees of the said equipment offered for sale to CUHP and that the sale of the said systems to CUHP by us and the use thereof by CUHP does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy Rights Act. 1957 or any other Act for the time being in force.

We, the said\_ hereby agree to indemnify and keep indemnified and harmless CUHP, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said UPS supplied by us to CUHP and will defend the same at our cost and consequences and will pay or reimburse CUHP, its officers, Servants, Agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said 166 Nos of UPS .

We also agree to indemnify and keep indemnified and harmless CUHP, its Officers or servants or agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed/engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

In witness whereof the\_\_\_has put his hands and seal the month and year first herein above mentioned



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Yours faithfully  
(Name and Designation) of Authorized Official  
Signed and delivered by  
The within named\_\_ In the presence of  
Witness\*

Witness\*

\* Should contain Signature with date, Name & Designation, Address and Contact Nos.



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Part-I Schedule 4  
**PERFORMANCE BANK GUARANTEE FORMAT**  
(on Non-Judicial Stamp Paper of RS.100.00)

Dear Sir,

WHEREAS ..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No ..... dated ..... to supply (description of goods and services) (hereinafter called “the contractor”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as Performance Security for the compliance with its obligations in accordance with the contract.

AND WHEREAS we ..... (name of the Bank) have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we ..... hereby affirm that we are guarantors and responsible to you, on behalf of the supplier and we do hereby undertake to pay to the University an amount not exceeding ..... (Rupees .....) (amount of the guarantee in words and figures), upon your first written demand declaring the supplier to be in default under the contract against any loss of damage caused to or suffered would be caused to or suffered by the Government by reasons of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We ..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the University stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the University by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ..... (Rupees .....) (amount of the guarantee in words and figures).

We undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

We ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or





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before the ..... guarantee thereafter.

We ..... further agree with University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the University to the said contractor(s) or any indulgence by the University to the said Contractor(s) or by any such matter or this whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein above our liability under the guarantee is restricted to ..... and shall remain in force until ..... Unless a claim or suit under this guarantee is filed with us on or before .....

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

We, ..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the University in writing.

Dated the ..... date of.....

.....  
(Signature of the authorized officer of the Bank)

Name and designation of the officer .....  
Code No.....

Seal, Name & Address of the Bank Branch



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Part-I Schedule 5

**Organizational / Financial Profile of the OEM/Bidder**

|   |  |
|---|--|
| Name of the OEM/Bidder  |  |
| Registered Office Address   |  |
| Telephone No.   |  |
| Fax No.   |  |
| E-mail  |  |
| Office Address  |  |
| Telephone No.   |  |
| Fax No.   |  |
| E-mail  |  |
| Name and Designation of the person authorised to make commitment to the Bank                                  |  |
| Telephone No.   |  |
| E-mail  |  |
| Mobile phone no.  |  |
| OEM/Bidder web site address, if any   |  |
| Type of Organisation (Whether sole proprietorship/private limited/public limited company or cooperative body) |  |
| Registration details :  |  |
| Registration No. and date   |  |
| Place of Registration   |  |
| Registering Authority   |  |
| Sales Tax no. / VAT No.   |  |
| Income Tax No. ( PAN/ TAN) & GST No   |  |
| Clientele ( Kindly furnish Certificate regarding after sales and service from the mentioned companies)        |  |



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|   |                                    |
|---|------------------------------------|
| Details of qualified engineer providing service to Banks, FIs, Govt. & Universities reputed concerns etc.   |                                    |
| Nature of work handled  |                                    |
| Total no. of engineers  |                                    |
| Brands of hardware, peripherals for which the Bidder is OEM's authorised (Dealer/reseller certificate should be enclosed in case of Authorised dealer/reseller) |                                    |
| Whether the OEM is a system integrator (Details of system integration work done may be given)   |                                    |
| Name and Location of Work   |                                    |
| Value and nature of Order   |                                    |
| Whether executed satisfactory and on time   |                                    |
| Date of completion of work  |                                    |
| Average/Annual Turn Over  |                                    |
| <b>Year</b>   | <b>Sales Turnover (Rs In Lakh)</b> |
| 2018-19   | Net Profit (Rs In Lakh)            |
| 2017-18   |                                    |
| 2016-17   |                                    |
| Furnish Audited Balance Sheet, P&L a/c and Annual Report for the year 2016-17,2017-18 2018-19 & 2019-20(OPTIONAL)   |                                    |
| Name and Address of bankers   |                                    |



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|   |  |
|---|--|
| <p><b>Bank a/c no - Bank name - Branch IFSC no. -<br/>Branch address -</b><br/>*for e-payment ( kindly attach cancelled cheque)</p> |  |
|---|--|



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**Part-I**

**Schedule 6**

**Detailed Specifications**

**Brand:** \_\_\_\_\_

**Model No.:** \_\_\_\_\_

**Configuration of 600 VA UPS Offline.**

**Technical Specification for Offline UPS (600 VA) :**

|   |   |
|---|---|
| UPS Capacity (total)                                    | 600VA/360W  |
| Input Voltage   | 220/230 VAC   |
| Input Frequency   | 45 – 65 Hz  |
| Input Voltage Range                                     | 140 VAC – 300 VAC   |
| Voltage on Battery (Inverter output voltage regulation) | 230 VAC typical $\pm$ 10%<br>(stepped approximated / simulated sine wave) |
| Frequency – On Battery                                  | 50Hz $\pm$ 1% Hz  |
| Output Transfer Time                                    | @50 Hz : 4-10 ms  |
| AC Surge Protection                                     | Full time   |
| AC Input  | Resettable circuit breaker  |
| Type (maintenance-free)                                 | 12V, 7.0 -7.2 Ah  |
| Typical recharge time                                   | 4-10 hours upto 90% capacity  |
| Operating Temperature                                   | 0° C to 40° C   |
| Storage Temperature                                     | -15° C to 50° C   |
| 3 power outlets or more                                 | With battery backup and surge protection                                  |
| Power Cord  | 1 meter or larger   |



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|  |                                   |
|--|-----------------------------------|
| Backup Time for Single PC load (60W $\pm$ 15W) | 10-25 mins (normal mode)          |
| Battery Saver (to save on battery life)        | Thru toggle button on front panel |
| Certification                                  | BIS                               |



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**Part-I**

**Schedule 7**

**Manufacturer's Authorization Form (MAF)**

To,

**CENTRAL PURCHASE OFFICER (CPO),  
CENTRAL UNIVERSITY OF HIMACHAL PRADESH,  
TAB-II, DHARAMSHALA  
KANGRA,  
HIMACHAL PRADESH-176215**

Dear Sir

**Sub: CUHP's Notice Inviting Quotation for Supply of UPS in Kangra District of Himachal Pradesh.**

We \_\_\_\_\_, who are \_\_\_\_\_ established and \_\_\_\_\_ reputable manufacturers of \_\_\_\_\_ do \_\_\_\_\_ hereby authorize M/s \_\_\_\_\_ having offices at \_\_\_\_\_ and (Name and address of Agent/Dealer/Large Account Reseller) to offer their quotation, negotiate and conclude the contract with you against the above invitation for offer. M/s \_\_\_\_\_ is the enterprise OEM / partner /Large Account Reseller of \_\_\_\_\_.

We hereby extend our full guarantee and warranty as per terms and conditions of the offer and the contract for the equipment and services offered against this invitation for offer by the above firm.

Yours faithfully

[ \_\_\_\_\_ ]

Name and seal of the manufacturer

Note: This letter of authority should be signed by a person competent and having the power of attorney to bind the Manufacturer/OEM/Principal and it should be included by the OEM in the bid.



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Part-II

Schedule 1  
Financial Bid

1.Bill of quantities/Financial

Amount in Rupees.

| Purchase of UPS 600 VA |         |          |            |       |                     |                              |
|------------------------|---------|----------|------------|-------|---------------------|------------------------------|
| S.No                   | Product | Quantity | Unit Price | Total | GST and other Taxes | Total inclusive of all Taxes |
| A                      | B       | C        | D          | E=C*D | F                   | G=E+F                        |
| 1                      | UPS     | 166 Nos  |            |       |                     |                              |